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May 13, 2005

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Honorable Jaclyn A. Brilling
Secretary
New York State Public Service Commission
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Serial 3 Exh. 10

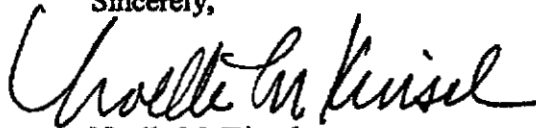
Re: Traffic Termination Agreement Between Neutral Tandem-New York, LLC
and Time Warner Telecom - NY, L.P.

Dear Secretary Brilling:

On behalf of Time Warner Telecom - NY, L.P., enclosed please find an original
and five copies of a Traffic Termination Agreement Between Neutral Tandem-New York, LLC
and Time Warner Telecom - NY, L.P.

If you have any questions regarding this filing, please contact me.

Sincerely,



Noelle M. Kinsch

BTF/rsb
Enclosures

cc: Ms. Rochelle D. Jones
Ms. Suraya Yahaya
Brian T. FitzGerald, Esq.

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TRAFFIC TERMINATION AGREEMENT

Dated as of APR 20 2005, 2005

By and Between

**NEUTRAL TANDEM-NEW YORK, LLC
NEUTRAL TANDEM-GEORGIA, LLC
NEUTRAL TANDEM-INDIANA, LLC
NEUTRAL TANDEM-ILLINOIS, LLC
NEUTRAL TANDEM-CALIFORNIA, LLC
NEUTRAL TANDEM-MINNESOTA, LLC
NEUTRAL TANDEM-MICHIGAN, LLC**

And

**TIME WARNER TELECOM - NY, L.P.
TIME WARNER TELECOM OF GEORGIA, L.P.
TIME WARNER TELECOM OF INDIANA, L.P.
TIME WARNER TELECOM OF WISCONSIN, L.P.
TIME WARNER TELECOM OF CALIFORNIA, L.P.
TIME WARNER TELECOM OF MINNESOTA LLC
TIME WARNER TELECOM OF OHIO LLC**

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TRAFFIC TERMINATION AGREEMENT

This Traffic Termination Agreement ("Agreement"), by and between Time Warner Telecom - NY, L.P., Time Warner Telecom of Georgia, L.P., Time Warner Telecom of Indiana, L.P., Time Warner Telecom of Wisconsin, L.P., Time Warner Telecom of California, L.P., Time Warner Telecom of Minnesota LLC and Time Warner Telecom of Ohio LLC with offices located at 10475 Park Meadows Drive, Littleton, CO 80124, (collectively "TWTC") and Neutral Tandem-New York, LLC, Neutral Tandem-Georgia, LLC, Neutral Tandem-Indiana, LLC, Neutral Tandem-Illinois, LLC, Neutral Tandem-California, LLC, Neutral Tandem-Minnesota, LLC, and Neutral Tandem-Michigan, LLC, with offices located at 1 S. Wacker Drive, Suite 200, Chicago, IL 60606 (collectively "NT"), (TWTC and NT being referred to collectively as the "Parties" and individually as "Party") is effective as of this 29th day of April, 2005 (the "Effective Date").

RECITALS

WHEREAS, the Parties are duly authorized Telecommunications Carriers (as defined below) providing local exchange and other services in the State of New York, Georgia, Indiana, Wisconsin, California, Minnesota and Ohio; and

WHEREAS, the Parties wish to enter into an Agreement pursuant to which NT may deliver Transit Traffic (as defined below) originated by providers of Telecommunications Services (as defined below) that are Customers of NT ("NT's Carrier Customers") for termination on the TWTC's network; and

WHEREAS, TWTC intends to continue delivering its originating traffic either directly or through a transiting arrangement with the Incumbent Local Exchange Carrier ("ILEC"); and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which NT will deliver traffic to and, if applicable, compensate TWTC for the transport facility if ordered through TWTC; and

WHEREAS compensation for termination of Local Traffic, EAS Traffic, ISP Traffic and any Intra-LATA Toll Traffic (as defined below) on TWTC's network shall be billed to NT's Carrier Customers, and NT shall take all responsible steps to ensure that NT's Carrier Customers transmit to NT and NT passes along to TWTC all call detail information necessary for billing.

NOW, THEREFORE, In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND RECITALS

Each of the above Recitals is incorporated into the body of this Agreement as if fully set forth herein for all intents and purposes. The capitalized terms used in this Agreement shall have the meanings specified below in this Section or as specifically otherwise defined elsewhere within this Agreement.

- 1.1.** "Act" means the Communications Act of 1934 (47 U.S.C. § 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.
- 1.2.** "Automatic Number Identification" ("ANI") shall mean the process that identifies the telephone number of the line initiating a call in order to send this information to the automatic message accounting system.
- 1.3.** "Calling Party Number" ("CPN") is a Common Channel Interoffice Signaling ("CCIS") parameter which refers to the number transmitted through a network identifying the calling party.
- 1.4.** "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:
 - (a) "End Office Switches" which are used to terminate Customer station Loops for the purpose of Interconnection to each other and to trunks; and
 - (b) "Tandem Office Switches" or "Tandems" which are used to connect and switch trunk circuits between and among other Central Office Switches.
 - (c) "Tandem Switching" is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 1.5.** "Commission" means the applicable state administrative agency to which the state legislature has delegated the authority to regulate the operations of LECs within the state of New York, Georgia, Indiana, Wisconsin, California, Minnesota and Ohio.
- 1.6.** "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.
- 1.7.** "Confidential Information" shall mean confidential or proprietary

information (including without limitation technical and business plans, specifications, drawings, computer programs, network configurations, facilities deployment information, procedures, orders for services, usage information, Customer Service Records, Customer account data, and CPNI) that one Party ("Owner") may disclose to the other Party ("Recipient") in connection with the performance of this Agreement and that is disclosed by an Owner to a Recipient in document or other tangible form (including on magnetic tape) or by oral, visual or other means, and that the Owner prominently and clearly designates as proprietary and confidential whether by legends or other means.

- 1.8.** Customer Proprietary Network Information ("CPNI") as defined by 47 U.S.C. § 222 and the rules and regulations of the Federal Communications Commission.
- 1.9.** "Customer" or "End User" means a third-party residence or business that subscribes to Telecommunications Services provided by a Telecommunications Carrier, including either of the Parties.
- 1.10.** "Exchange Access" is as defined in the Act.
- 1.11.** "Exchange Area" means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.12.** "Extended Area Service Traffic" ("EAS Traffic") means those calls that fall within a type of calling arrangement as generally defined and specified in the general subscriber service tariff of the ILEC, but excluding calls that would rate as interLATA local calls.
- 1.13.** "FCC" means the Federal Communications Commission.
- 1.14.** "Incumbent Local Exchange Carrier" ("ILEC") is as defined in the Act.
- 1.15.** "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.16.** "Intra-LATA Toll Traffic" means all intra-LATA calls other than Local Traffic calls.
- 1.17.** "Internet Service Provider Traffic" ("ISP Traffic") mean any traffic that is transmitted to or returned from the internet at any point during the duration of the transmission.
- 1.18.** "Local Access and Transport Area" ("LATA") is as defined in the Act.
- 1.19.** "Local Exchange Carrier" ("LEC") is as defined in the Act.
- 1.20.** "Local Traffic" means those calls that originate from an End User's use of local or foreign exchange service in one exchange and terminate in either the same exchange or another calling area associated with the originating exchange, as generally defined and specified in the general subscriber

service tariff of the ILEC.

- 1.21.** "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including reasonable attorneys' fees), except incidental, consequential, indirect, and special losses or damages.
- 1.22.** "North American Numbering Plan" ("NANP") means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- 1.23.** "NXX" means the 3-digit code that appears as the first 3-digits of a 7-digit telephone number.
- 1.24.** "SS7" means Signaling System 7.
- 1.25.** "Telecommunications" is as defined in the Act.
- 1.26.** "Telecommunications Carrier" is as defined in the Act.
- 1.27.** "Telecommunications Service" is as defined in the Act.
- 1.28.** "Telephone Exchange Service" is as defined in the Act.
- 1.29.** "Transit Traffic" means Local or non-Local traffic that is originated on a third party Telecommunications Carrier's network, transited through a Party's network, and terminated to the other Party's network.

2. INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context specifically otherwise requires. In the event of a conflict or discrepancy between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

3. TERMINATION OF TRAFFIC

- 3.1** TWTC agrees, in accordance with the terms of this Agreement, to terminate Transit Traffic delivered from NT that is destined for TWTC's subscribers, including without limitation, Local, EAS, intrastate Intra-LATA Toll Traffic, and calls to Internet service providers and other enhanced service providers. The Point of Interconnection ("POI") shall be the TWTC Central Office Switch designated in the attached Appendix 1. NT agrees its Transit Traffic shall be routed to TWTC's network in accordance with

Appendix 1. Pursuant to Section 4.6, TWTC agrees to provision a connection for terminating traffic from NT within sixty (60) days of a request of NT. TWTC agrees to provision additional facilities as ordered by NT to sufficiently trunk the network for traffic volumes consistent with the Industry Blocking Standard Identified below.

- 3.2** The Parties may determine subsequent to the Effective Date of this Agreement that services other than those contemplated by this Agreement are desired, in which event, the Parties may amend this Agreement or enter into a separate agreement as the Parties mutually agree.
- 3.3** Upon a written request from NT to TWTC for the termination of Transit Traffic for a state not covered by this Agreement, the Parties will enter into an amendment within thirty (30) days of the request to add the new state to this Agreement.

4. TRUNK FORECASTING, ORDERING AND PROVISIONING FOR TERMINATION OF TRAFFIC

- 4.1** NT shall establish direct trunking with TWTC for the purpose of solely delivering terminating traffic.
- 4.2** NT shall provision, at its sole cost and expense, an appropriate number of T1s and/or DS3 trunks ("Trunk" or "Trunks") for the transport and delivery of its Transit Traffic in accordance with the traffic engineering standards stated in Section 5.1 or in the alternative NT must ensure that NT's Carrier Customers have established and maintain an alternative route via the ILEC for the delivery of overflow traffic for termination by TWTC.
- 4.3** Trunks shall be provided, at a minimum, over a DS1 line with B8ZS and 64 Clear Channel Capability ("CCC").
- 4.4** Each Party shall be responsible for engineering and maintaining its network on its side of the POI.
- 4.5** All direct Trunks Installed pursuant to this Agreement shall carry Local, EAS and Intra-LATA Toll traffic.
- 4.6** NT shall be responsible for all the transport costs of delivering its Transit Traffic to TWTC's Central Office Switches for services under this Agreement. NT may either purchase trunks from TWTC at the same price as NT could purchase such trunks from the ILEC, or NT may negotiate individual sales contracts or a master service agreement with TWTC

through the appropriate TWTC channels and procedures.

4.7 Trunk Forecasts For Direct Connections

- 4.7.1 NT shall provide TWTC with Trunk quantity forecasts in a mutually agreed upon format once every six (6) months, commencing on the date NT establishes a direct connection. The forecasts shall include all information necessary to allow TWTC to manage its trunking facilities.
- 4.7.2 NT shall provide forecasted Trunk quantity requirements for a period that is no less than one (1) year from the date of the forecast and no more than two (2) years from the date of the forecast. The forecast shall be itemized by switch location. Each switch location shall be identified by the use of Common Language Location Identifier ("CLLI") Codes, which are described in Telecordia documents BR 795-100-100 and BR 795-400-100.

4.8 Review and Update of Trunk Forecasts

- 4.8.1 At the time the direct connection is established, each Party shall provide the other with a point of contact regarding Trunk forecasts. If NT becomes aware of any factors that would materially modify the forecast it has previously provided, it shall promptly provide written notice of such modifications to TWTC.

4.9 Provisioning Responsibilities for Direct Connections; Trouble Reporting and Management

- 4.9.1 Each Party shall provide to the other Party the contact number(s) to its control office which shall be accessible and available 24 hours a day, 7 days a week, for the purpose of, without limitation, (a) coordinating Trunk orders (e.g., notifying the other Party of delays in Trunk provisioning), (b) maintaining service (e.g., notifying the other Party of any trouble or need for repairs), and (c) notifying the other Party of any equipment failures which may affect the interconnection Trunks. Any changes to either Party's operational contact currently listed in Exhibit A shall be promptly provided to the other Party in writing pursuant to the procedures in Section 22, below.
- 4.9.2 Each Party shall coordinate and schedule testing activities of its own personnel, and others as applicable, to ensure that Trunks are installed in accordance with the Access Service Request ("ASR"),

meet agreed-upon acceptance test requirements, and are placed in service by the in-service date.

- 4.9.3 Prior to reporting any trouble with interconnection facilities to the other Party, each Party shall perform sectionalization to determine if trouble is located in its facility or in its portion of the Trunks.
- 4.9.4 The Parties shall cooperatively plan and implement coordinated repair procedures for the interconnection facilities in order to ensure that trouble reports are resolved in a timely manner and that the trouble is promptly eliminated.
- 4.9.5 Prior to the placement of any orders for direct connection Trunks, the Parties shall meet and mutually agree upon technical and engineering parameters, including Glare and other control responsibilities.
- 4.9.6 Overflow traffic carried on the direct Trunks will be routed to LEC tandems.

5. NETWORK TRAFFIC MANAGEMENT

- 5.1 Blocking Standard. NT shall maintain a blocking standard of no more than one percent (1%) during the bouncing busy hour, i.e., the peak busy time each day, based upon mutually agreed engineering criteria ("Industry Blocking Standard").

6. SIGNALING

- 6.1 NT shall pass the call detail information required to permit billing of access and reciprocal compensation charges on all calls originating from carriers interconnected to the NT tandem and terminating traffic to TWTC. NT agrees not to change, manipulate, or in any way intentionally and fraudulently modify traffic line records, including CPNI and ANI.

7. COMPENSATION FOR TERMINATION

- 7.1 TWTC will terminate NT's Transit Traffic without compensation from NT. NT agrees to pass to TWTC all signaling received by NT from the originating carrier. In the event that an originating carrier passing traffic to TWTC through NT is not sending adequate signaling information, TWTC may request call record detail on such traffic and NT shall identify to TWTC the originating carrier for such traffic. Nothing in this Agreement will alter the manner in which TWTC bills NT's Carrier Customers for terminating traffic. NT will bill NT's Carrier Customers for sending Transit

Traffic to TWTC through NT for termination, and NT will not bill TWTC for the originating Carrier Customer's Transit Traffic.

7.2 Traffic Recording, Exchange of Necessary Factors and Audits

7.2.1 In order to accurately bill traffic exchanged, the Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder, regardless of whether or not this Agreement results in a flow of compensation between the Parties. NT agrees that either it or its Carrier Customers shall perform Local Number Portability ("LNP") queries and that TWTC shall in no way be required to perform this function. Each Party agrees to use commercially reasonable efforts to accurately capture and transmit the actual MOU associated with the Intra-LATA Toll, Local and ISP Traffic it terminates for the other Party in order to properly calculate the necessary compensation between TWTC and NT's Carrier Customers.

7.2.3 Audits. NT agrees to participate in any TWTC audit initiated with NT's Carrier Customers to ensure the proper billing of traffic. TWTC may review records of call detail and supporting network information relevant to the exchange of traffic under this Agreement and request that such network information include switch translations for call routing data, which can be used to determine the jurisdiction in which the call originated. If such a request for switch translation verification is made, the NT must submit the necessary information, or, allow the audit to be accomplished on the NT premises within a reasonable time period. The audit must be accomplished during normal business hours. Audit requests may not be submitted more frequently than once per calendar year. The Parties agree to work together cooperatively to resolve any problems uncovered as the result of an audit performed in accordance with this Section 7.2.3 TWTC and NT must retain records of call detail and other information subject to audit under this Section for a minimum of twelve (12) months from the date the records are established.

7.3 Billing

7.3.1 All terminating traffic will be billed to NT's Carrier Customers in accordance with TWTC's applicable tariffs or interconnection agreement.

7.3.2 Transport facility costs shall be billed either at the rate charged by the ILEC in the serving area or at the rate negotiated with the TWTC Sales organization, in accordance with Section 4.6 above.

8. DEFAULT

8.1 In the event of Default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party has first advised the defaulting Party in writing ("Default Notice") of the alleged Default and the defaulting Party fails to cure the alleged Default within sixty (60) days after receipt of the Default Notice. Default is defined as:

8.1.1 Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party;

8.1.2 Failure to perform any of the material terms of this Agreement.

9. GENERAL RESPONSIBILITIES OF THE PARTIES

9.1 Contact with Subscribers (End Users). TWTC shall be the primary contact and account control for all interactions with its own subscribers. Nothing in this agreement will prevent TWTC from contacting and or contracting with NT's Carrier Customers.

9.2 Escalation Contact Lists and Service Recovery Procedures. Each Party shall provide the other Party with all network escalation contact lists and service recovery procedures (including, without limitation, the procedures for opening of trouble tickets) necessary to facilitate the rapid resolution of disputes and service issues in a mutually agreed upon format and in a timely and reasonable manner. The Parties shall provide each other with as much advance notice as possible of any changes in their respective escalation contact lists and service recovery procedures. This escalation contact list is attached hereto and made a part hereof as Exhibit A.

9.3 Collocation. Except as specifically provided herein, nothing in this Agreement shall obligate either Party to provide collocation space, facilities or services to the other Party. Any such collocation arrangement shall be entered into by each Party in its sole discretion. The terms and conditions for any agreed-upon collocation shall be set forth in a separate written agreement between the Parties.

10. TERM AND TERMINATION OF AGREEMENT

10.1 The initial term of this Agreement shall commence on the Effective Date and shall continue thereafter for a period of two (2) years (the "Initial Term").

10.2 Following expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms unless either Party requests

re-negotiation or gives notice of termination at least sixty (60) days prior to the expiration of the then-current term.

10.3 In the event that any requested re-negotiation does not conclude prior to expiration of the then-current term, this Agreement shall continue in full force and effect until replaced by a successor agreement.

10.4 The Parties shall use their best endeavours to resolve all outstanding issues in the renegotiation process. However, if the Parties are unable to come to a resolution of certain issues during the renegotiation process, either Party may at any time during the renegotiation, request arbitration, mediation or assistance from the Commission or, if applicable, the FCC, to resolve the remaining issues in the renegotiation process, in accordance with the Commission's or FCC's, as appropriate, prescribed procedures.

11. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

11.1 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

12. INDEMNIFICATION

12.1 Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party") from and against all Losses arising out of any claims, demands or suits ("Claims") of a third party against the Indemnified Party to the extent arising out of the negligence or willful misconduct of the Indemnifying Party or out of the failure of the Indemnifying Party to perform, or cause to be performed, its obligations under this Agreement, including but not limited to, services furnished by the Indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.

12.2 Each Party, as an Indemnifying Party, agrees to indemnify, defend, and hold harmless the other Party from any third party Claims that assert any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the Indemnifying Party's or its employees, agents and contractors, or by the Indemnifying Party's equipment, associated with the provision of any service provided under this Agreement. This provision includes but is not

limited to Claims arising from unauthorized disclosure of the End User's name, address or telephone number, from third party Claims that the equipment provided by one Party to the other Party or the manner in which either Party configures its network violates any third party intellectual property right.

- 12.3** The Indemnified Party shall notify the Indemnifying Party promptly in writing of any Claim by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section 12. The Indemnified Party shall tender the defense of such Claim to the Indemnifying Party and shall cooperate in every reasonable manner with the defense or settlement of such Claim.
- 12.4** The Indemnifying Party shall, to the extent of its obligations to indemnify under this Agreement, defend with counsel any Claim brought by a third party against the Indemnified Party. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the Claim. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense; provided, however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified Party and its counsel may raise and direct such defenses, which shall be at the expense of the Indemnifying Party.
- 12.5** The Indemnifying Party shall not be liable under the indemnification provisions of this Agreement for a settlement or compromise of any Claim unless the Indemnifying Party has approved the settlement or compromise in advance. The Indemnifying Party shall not unreasonably withhold, condition or delay such approval. If the defense of a Claim has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense, then the Indemnifying Party shall be liable under the indemnification provisions of this Agreement for a settlement or compromise of such Claim by the Indemnified Party, regardless of whether the Indemnifying Party has approved such settlement or compromise.
- 12.6** The indemnification obligations of the Parties under this Section 12 shall survive the expiration or termination of this Agreement for a period of three (3) years.

13. LIMITATION OF LIABILITY

- 13.1** Except as otherwise provided in Section 12 Indemnification, each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the

service(s) and facility(ies) provided by the other Party, its agents, subcontractors, or others retained by such parties. Neither Party will be liable to the other for any Loss relating to or arising out of any ordinary negligent act or omission by a Party, except involving cases of infringement of a third party's intellectual property rights or the improper disclosure of Confidential Information. In no event will either Party be liable to the other Party for any indirect, special, incidental or consequential damages, including, but not limited to loss of profits, income or revenue, even if advised of the possibility thereof, whether such damages arise out of breach of contract, breach of warranty, negligence, strict liability, or any other theory of liability and whether such damages were foreseeable or not at the time this Agreement was executed.

- 13.2** With respect to any claim or suit for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the liability of the Party furnishing service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or service occurs and continues. However, any such mistakes, omissions, interruptions, delays or errors, or defects in transmission or service which are caused or contributed to by the negligent or wilful act of the other Party, or which arise from the use of the other Party's provided facilities or equipment, the liability of the Party furnishing service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or service occurs and continues. This limitation of liability provision does not restrict or otherwise affect a Party's indemnification obligations under this Agreement.

14. COMPLIANCE

- 14.1** Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

15. INDEPENDENT CONTRACTORS

- 15.1** No partnership, joint venture, fiduciary, employment or agency relationship is established by entering into this Agreement. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties.

16. FORCE MAJEURE

16.1 In no event shall either Party have any claim or right against the other Party for any delay or failure of performance by such other Party if such delay or failure of performance is caused by or is the result of causes beyond the reasonable control of such other Party and is without such Party's fault or negligence (a "Force Majeure Event"), including, but not limited to, acts of God, fire, flood, epidemic or other natural catastrophe; unusually severe weather; explosions, nuclear accidents or power blackouts; terrorist acts; laws, orders, rules, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter of this Agreement or any civil or military authority; the condemnation or taking by eminent domain of any of a Party's facilities used in connection with the provision of services to its subscribers; national emergency, insurrection, riot or war; labor difficulties or other similar occurrences.

16.2 In the event that a Force Majeure Event causes a Party to delay or fail to perform any obligation(s) under this Agreement, the delaying Party shall resume performance of its obligations as soon as practicable in a nondiscriminatory manner that does not favor its own provision of services over that of the non-delaying Party.

17. CONFIDENTIALITY

17.1 By virtue of this Agreement, TWTC and NT may have access to or exchange Confidential Information belonging to the other Party. A recipient of such Confidential Information shall not disclose any Confidential Information to any person or entity except recipient's employees, contractors and consultants who have a need to know and who agree in writing to be bound by this Section 17 to protect the received Confidential Information from unauthorized use or disclosure. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the owner of the Confidential Information. The recipient shall use Confidential Information only for the purpose of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information, but in no event less than a reasonable degree of care.

17.2 The restrictions of this Section 17 shall not apply to information that: (i) was publicly known at the time of the owner's communication thereof to the recipient; (ii) becomes publicly known through no fault of the recipient subsequent to the time of the owner's communication thereof to the recipient; (iii) was in the recipient's possession free of any obligation

of confidence at the time of the owner's communication thereof to the recipient, and, the recipient provides the owner with written documentation of such possession at the time the owner makes the disclosure; (iv) is developed by the recipient independently of and without reference to any of the owner's Confidential Information or other information that the owner disclosed in confidence to any third party; (v) is rightfully obtained by the recipient from third parties authorized to make such disclosure without restriction; or (vi) is identified in writing by the owner as no longer proprietary or confidential.

- 17.3** In the event the recipient is required by law, regulation or court order to disclose any of the owner's Confidential Information, the recipient will promptly notify the owner in writing prior to making any such disclosure in order to facilitate the owner seeking a protective order or other appropriate remedy from the proper authority to prevent or limit such disclosure. The recipient agrees to cooperate with the owner in seeking such order or other remedy. The recipient further agrees that if the owner is not successful in precluding or limiting the requesting legal body from requiring the disclosure of the Confidential Information, the recipient will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable written assurances that confidential treatment will be accorded the Confidential Information.
- 17.4** All Confidential Information disclosed in connection with this Agreement shall be and remain the property of the owner. All such information in tangible form shall be returned to the owner promptly upon written request and shall not thereafter be retained in any form by the recipient.
- 17.5** The Parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of this Section 17 will result in irreparable injury to the owner for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the owner shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.
- 17.6** CPNI related to a Party's subscribers obtained by virtue of this Agreement shall be such Party's Confidential Information and may not be used by the other Party for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only in accordance with this Section 17, unless the Party's subscriber expressly directs such Party in writing to disclose such information to the other Party pursuant to the requirements of 47 U.S.C.

Section 222(c)(2). If the other Party seeks and obtains written approval to use or disclose such CPNI from the Party's subscribers, such approval shall be obtained only in compliance with Section 222(c)(2) and, in the event such authorization is obtained, the requesting Party may use or disclose only such information as the disclosing Party provides pursuant to such authorization and may not use information that the requesting Party has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.

17.7 Except as otherwise expressly provided in this Section 17, nothing herein shall be construed as limiting the rights of either Party with respect to its subscriber information under applicable law, including without limitation 47 U.S.C. Section 222.

17.8 The provisions of this Section 17 shall survive the termination or expiration of this Agreement for a period of two years.

18. GOVERNING LAW

18.1 This Agreement shall be governed by the laws of the state in which services provided under this Agreement are performed, without giving effect to the principles of conflicts of law thereof, except that if federal law, including the Act, applies, federal shall control.

19. TRANSFER AND ASSIGNMENT

19.1 Neither Party may assign or transfer this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed, provided however, either Party may assign this Agreement to a parent, subsidiary, affiliate, or to an entity that acquires all or substantially all the equity or assets by sale, merger or otherwise without the consent of the other Party, provided the assignee agrees in writing to be bound by the terms of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns. No assignment or delegation hereof should relieve the assignor of its obligations under this Agreement.

20. TAXES

20.1 In the event NT purchases transport facilities from TWTC in accordance with Section 4.6 above, NT agrees that it shall be subject to all applicable

taxes as specified under the relevant sales contracts or tariffs.

21. NON-WAIVER

21.1 No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either Party unless in writing and executed by the other Party as the case may be. Neither the failure of either Party to insist upon a strict performance of any of this agreements, nor the acceptance of any payments from either Party with knowledge of a breach of this Agreement by the other Party in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies.

22. NOTICES

22.1 Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by nationally recognized overnight delivery service, (c) mailed by, certified US mail postage prepaid, return receipt requested or (d) delivered by telecopy to the following addresses of the Parties or to such other address as either Party shall designate by proper notice:

TWTC:

Tina Davis
Vice President and Deputy General Counsel
Time Warner Telecom
10475 Park Meadows Drive
Littleton, CO 80124

Tel: (303) 566-1279

Fax: (303) 566-1010

With a copy to:

Rochelle Jones
Vice President, Regulatory Northeast
14 Wall St, 9th Floor
New York, NY 10005

Tel: (212) 364-7319

Fax: (212) 364-2355

NT:

NT Tandem, Inc.

1 S. Wacker Drive, Suite 200

Chicago, IL 60606

Attn: Ron Gavillet

22.2 Notices will be deemed given as of the date of actual receipt or refusal to accept, as evidenced by the date set forth on the return receipt, confirmation, or other written delivery verification.

23. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

23.1 Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent, which consent may be granted in such Party's sole discretion.

24. USE OF LICENSES

24.1 No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

25. INSURANCE

25.1 Each Party shall retain appropriate insurance necessary to cover its services and obligations under this Agreement.

26. SURVIVAL

26.1 Except as otherwise specifically stated, the Parties' obligations under this Agreement which by their nature are intended to continue beyond the

termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

27. ENTIRE AGREEMENT

27.1 The terms contained in this Agreement and any Schedules, Exhibits, Appendices, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement does not in any way affect either Party's obligation to pay the other Party for any goods or services provided by the other Party pursuant to a separate agreement or under tariff.

28. COUNTERPARTS

28.1 This Agreement may be executed in several counterparts, each shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

29. AUTHORITY

29.1 Each Party represents and warrants to the other that (a) it has full power and authority to enter into and perform this Agreement in accordance with its terms, (b) the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement, and (c) it has authority to do business in each of the jurisdictions in which it provides local exchange services to subscribers under this Agreement, and has obtained and will maintain all licenses, approvals and other authorizations necessary to provide such services and to perform its obligations under this Agreement, and (d) it is an entity, duly organized, validly existing and in good standing under the laws of the state of its origin.

30. GENERAL

30.1 Changes in Law; Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this

Agreement are based in part on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of (a) any legislative, regulatory, judicial or other legal action that materially affects the ability of a Party to perform any material obligation under this Agreement, or (b) any amendment to the Act or the enactment or amendment to any applicable FCC rule, including but not limited to the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185, and CS Docket No. 96-166 that affects this Agreement, or (c) the enactment or amendment to any applicable Commission rule, Local Service Guideline, or Commission order or arbitration award purporting to apply the provisions of the Act (individually and collectively, a "Change in Law"), either Party may, on thirty (30) days' written notice to the other Party (delivered not later than thirty (30) days following the date on which the Change in Law has become legally binding), require that the affected provision(s) be renegotiated, or that new terms and conditions be added to this Agreement, if applicable, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that the new provisions shall not affect the validity of the remainder of this Agreement not so affected by the Change of Law. In the event such new provisions are not renegotiated within ninety (90) days after such notice, either Party may request that the dispute be resolved in accordance with the dispute resolution procedures set forth in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

30.2 Remedies. In the event of a dispute between the Parties hereunder, unless specifically delineated in another Section of this Agreement, either Party may, at its option, exercise any remedies or rights it has at law or equity, including but not limited to, filing a complaint with the state commission, termination, or any service under this Agreement, or termination of this Agreement. No remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise. However, any other rights or remedies now or hereafter existing under applicable law or otherwise shall continue to be available only to the extent such right or remedy has not been excluded or modified by the terms of this Agreement.

30.3 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of

the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. However, the Parties shall negotiate in good faith to amend this Agreement to replace, with enforceable language that reflects such intent as closely as possible, the unenforceable language and any provision that would be materially affected by vacation of the unenforceable language.

- 30.4 No Third Party Beneficiary, No Agency Relationship.** This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a joint venturer, partner, employee, legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 30.5 Joint Work Product.** This Agreement is the joint work product of TWTC and NT. Accordingly, in the event of ambiguity, no presumption shall be imposed against either Party by reason of document preparation.
- 30.6 Non-exclusive.** This Agreement between TWTC and NT is non-exclusive. Nothing in this Agreement shall prevent either Party from entering into similar arrangements with any other entities.
- 30.7 Regulatory Filing.** The Parties acknowledge that this Agreement, and any or all of the terms hereof, may be subject to filing with, and regulatory approval by, various state and/or federal agencies. Should such filing or approval be required from time to time, or at any time, the Parties shall cooperate, to the extent reasonable and lawful, in providing such information as is necessary in connection with such filing or approval.
- 30.8 Amendments.** Unless otherwise expressly permitted herein, this Agreement cannot be modified except in writing signed by a duly authorized officer of both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

Time Warner Telecom - NY, L.P.

Neutral Tandem-New York, LLC

By : Time Warner Telecom General Partnership,
its general partner

By : Time Warner Telecom Holdings Inc.,
its managing general partner

By: Tina Davis

Name: Tina Davis

Title: Vice President and Deputy General Counsel

Date: APR 20 2005

By: John Barnicle

Name: JOHN BARNICLE

Title: PRESIDENT

Date: 4-20-05

Time Warner Telecom of Georgia, L.P.

Neutral Tandem-Georgia, LLC

By : Time Warner Telecom General Partnership,
its general partner

By : Time Warner Telecom Holdings Inc.,
its managing general partner

By: Tina Davis

Name: Tina Davis

Title: Vice President and Deputy General Counsel

Date: APR 20 2005

By: John Barnicle

Name: JOHN BARNICLE

Title: PRESIDENT

Date: 4-20-05

Time Warner Telecom of Indiana, L.P.

Neutral Tandem-Indiana, LLC

By : Time Warner Telecom General Partnership,
its general partner

By : Time Warner Telecom Holdings Inc.,
its managing general partner

By: Tina Davis

Name: Tina Davis

By: John Barnicle

Name: JOHN BARNICLE

Title: Vice President and Deputy General Counsel

Date: APR 20 2005

Title: PRESIDENT

Date: 4-20-05

~~Time Warner Telecom of Wisconsin, L.P.~~

~~Neutral Tandem-Illinois, LLC~~

By : Time Warner Telecom General Partnership,
its general partner

By : Time Warner Telecom Holdings Inc.,
its managing general partner

By: Tina Davis

Name: Tina Davis

Title: Vice President and Deputy General Counsel

Date: APR 20 2005

By: John Barnicle

Name: JOHN BARNICLE

Title: PRESIDENT

Date: 4-20-05

Time Warner Telecom of California, L.P.

Neutral Tandem-California, LLC

By : Time Warner Telecom General Partnership,
its general partner

By : Time Warner Telecom Holdings Inc.,
its managing general partner

By: Tina Davis

Name: Tina Davis

Title: Vice President and Deputy General Counsel

Date: APR 20 2005

By: John Barnicle

Name: JOHN BARNICLE

Title: PRESIDENT

Date: 4-20-05

Time Warner Telecom of Minnesota LLC

Neutral Tandem-Minnesota, LLC

By: Time Warner Telecom Holdings Inc.,
its sole member

By: Tina Davis

Name: Tina Davis

Title: Vice President and Deputy General Counsel

Date: APR 20 2005

By: John Barnicle

Name: JOHN BARNICLE

Title: PRESIDENT

Date: 4-20-05

Time Warner Telecom of Ohio LLC

By: Time Warner Telecom Holdings Inc.,

its sole member

By: Tina Davis

Name: Tina Davis

Title: Vice President and Deputy General Counsel

Date: 4-20-05

Neutral Tandem-Michigan, LLC

By: John Barnicle

Name: JOHN BARNICLE

Title: PRESIDENT

Date: 4-20-05

Appendix 1

Network Arrangements Schedule - Exchange of Traffic

Traffic subject to this Agreement is to be exchanged between the noted TWTC office CLIs below, and to be updated based upon the utilization of the latest version of CLIs contained in the LERG:

<u>NT CLI</u>	<u>TWTC CLI</u>
ATLNGAQS08T	ATLNGAGADSO
CLEVOHK01T	CLMDOH44DS0
CLEVOHK01T	CLMCOH1BDS0
IPLWIN7500T	IPLTINSDDSO
IPLWIN7500T	IPLTINSDDSO2
LSANCA57T	IRVECAJTDSD0
LSANCA57T	LSANCAJQDS0
LSANCA57T	RUSDCAMLDSD0
CHCGIL2495T	BRFDWIJZDS0
CHCGIL2495T	MILXWIIXDS0
MPLSMNCD07T	MNNTMNICDS0
NYCMNYBX41T	NYCLNYJWDS0
NYCMNYBX41T	NYCMNYTGDS0
NYCMNYBX41T	NYCLNYJWDS2

Exhibit A

Contact and Escalation List

NT:

Corporate Headquarters One South Wacker, 2nd Fl Chicago, IL 60606			Phone:	312.384.8000	
			Toll free:	888.682.6336	
			Fax:	312.346.3276	
Sales					
	email address		phone	mobile	pager
Dave Lopez	Sr. Vice President	dlopez@neutraltandem.com	312.384.8015	312.286.1739	
Frank Cefali	Regional Vice President	fcefali@neutraltandem.com	312.384.8025	312.560.8136	
Kevin Daly	National Account Manager	kdaly@neutraltandem.com	781.647.7733	508.259.3445	
Gary Kern	National Account Manager	gkern@neutraltandem.com	212.809.0510	914.772.2987	
Ed Emberson	Account Manager	eemberson@neutraltandem.com	312.384.8069		
Customer Care			phone	mobile	pager
Jan Hewitt	Vice President	jhe Witt@neutraltandem.com	312.384.8018	630.881.3588	866.590.7857
Cindy Metz	Provisioning	cmetz@neutraltandem.com	312.384.8016		
Jenny Beaudion	Provisioning	jbeaudion@neutraltandem.com	312.384.8017		
Stephanie Netzel	Provisioning	snetzel@neutraltandem.com	312.384.8022		
Elizabeth Ross	Implementation	lizross@neutraltandem.com	312.384.8019		
Len Bologna	Implementation	lbologna@neutraltandem.com	646.307.1229		
Operations			phone	mobile	On Call/Pager
David Redmon	West Operations Manager		248.351.0089	248.914.0768	877.364.7933
	Chicago Switch		312.235.0901		312.348.8500
	Cleveland Switch		216.344.9952		216.799.0500
	Detroit Switch		248.351.0089		248.794.1500
	Milwaukee POI		414.287.9845		414.406.8340
	Columbus POI		614.222.0925		614.778.8057
Manuel Ceara	Miami Operations Manager		305.416.4071	954.471.6906	305.677.1500
Ralph Valente	Northeast Operations Manager		212.809.0510	917.566.9640	917.786.2824
	New York Switch		212.809.0510		646.307.1500

	Connecticut POI		212.809.0510		646.307.1500
Mark Virdin	L.A. Operations Manager		213.624.6402	626-216-1042	213.340.0500
Jeff Wells	Vice President Operations		312.384.8020	312.543.1666	866.776.1761
Executive			phone	mobile	pager
John Barnicle	Chief Operating Officer		312.384.8010	312.543.1660	866.590.7846
Jim Hynes	Chief Executive Officer		312.384.8012		

Trouble Reporting

To report a trouble (24x7), please contact us at: 1-866-388-7258					
How to open a trouble ticket:					
1. Contact Neutral Tandem at 1-866-388-7258.					
2. Provide the following information:					
a. Customer name and contact information.					
b. Circuit ID					
c. Brief description of the problem.					
3. You will be provided a trouble ticket number for tracking purposes.					
4. Our on-call switch technician will be immediately notified of the trouble ticket and will contact you shortly.					

In the event that you would like to escalate a trouble ticket, please follow these guidelines.

How to escalate an open trouble ticket:					
1. Contact Neutral Tandem at 1-866-388-7258, or use the escalation table.					
2. Please remain in the established time periods, unless the trouble warrants immediate attention.					

Use This Table to Escalate on an Open Existing Trouble Ticket.

Level	Interval	Contact	Phone
1 st Level	0 to 2 Hours	On-Call Technician	See contact Sheet
2 nd Level	2 to 4 Hours	Switch Manager	See contact Sheet
3 rd Level	4 to 8 Hours	Jeff Wells	312-384-8020 (w)

4 th Level	8 Hours	EVP Operations	312-543-1666 (c)		
			866-776-1761 (p)		
		John Barnicle	312-384-8010 (w)		
		COO	312-543-1660 (c)		
			866-590-7846 (p)		

TWTC:

NAME	TITLE	PHONE	EMAIL
Mike Kloster	Sr. Engineer Translation	(303)566-5825	michael.kloster@twtelecom.com
Lori Morris	Sr. Manager, Switch Traffic	(303) 542-4111	lori.morris@twtelecom.com
Sheri Lamkin	Switch Traffic Analyst	(303)542-4190	sherl.lamkin@twtelecom.com
Bill Mueller	Switch Traffic Analyst	(303)542-4470	william.mueller@twtelecom.com